

**CITY OF AUSTIN  
SCOPE OF WORK  
MINOR PLUMBING MAINTENANCE, INSTALLATION, AND REPAIR SERVICES  
SOLICITATION NO.: IFB JRD0029**

**1. PURPOSE**

The City of Austin (City) seeks bids in response to this solicitation to establish a Contract with a Vendor (Contractor) for plumbing services for all City departments, excluding the Building Services Department (BSD). Services include under this Contract will include but not be limited to preventative maintenance, general maintenance, repair or replacement of a like item or item of similar purpose, and like-and-kind replacement. No plumbing services will be performed under this contract that impacts the structure, or require architectural or mechanical engineering, drawings, or plans. The plumbing services under this Contract shall support over 300 City-owned facilities varying in size on an as needed basis. All services shall be rendered at the location specified at the time of order.

Any services that have been omitted from this scope of work which are clearly necessary or in conformance with normal plumbing installation, maintenance, and minor repair services practice shall be considered a requirement although not directly specified or called for in the scope of work.

**2. BACKGROUND**

The City has two departments whose purpose is to oversee construction and general building maintenance and repair. The Capital Contracting Office (CCO) administers the procurement of professional and construction services for new construction processes, renovations, and major repairs that include a construction component. The BSD oversees the maintenance and repair of City buildings. BSD executed a plumbing contract in early 2016 that included maintenance, repair, minor renovations, and additional coverages to supplement City personnel specifically for BSD. This new contract will fulfill minor plumbing repairs not handled by CCO or BSD.

Departments that may use this contract, but not limited to, are the Austin Convention Center, Austin Energy, Austin Police Department, Austin Public Library, Austin Water, Parks and Recreation Department, and Public Works.

**3. SCOPE OF WORK (SOW)**

This Contract shall be used for repair or replacement of existing building plumbing and configuration features, with the exception of some minor additions that may include minor modification to pipe routing, isolation valves, and drinking fountains. Services that require the use of Engineer Services as defined by the Texas Board of Professional Engineers shall not be included in this contract. The intent of this Contract does not cover construction projects as described under Texas Government Code, Title 10, Subtitle F, Chapter 2269, Contracting and Delivery Procedures for Construction Projects.

<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2269.htm>

3.1. Plumbing service and items under this Contract shall include, but are not limited to the following:

3.1.1. Replacement, repair, and installation of in kind plumbing, piping, fixtures, and equipment:

3.1.1.1. Water heaters

3.1.1.2. Dripping faucets

3.1.1.3. Running toilets

3.1.1.4. Leaking pipes

3.1.1.5. Valves

3.1.1.6. Irrigation and irrigation meters

3.1.1.7. Potable water lines

3.1.1.8. Reclaimed water

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- 3.1.1.9. Pumps
- 3.1.2. Preventive maintenance, which may include pressure testing, and video inspections with associated recordings
- 3.1.3. Drain, sewage, and grease trap cleaning and the installation of replacement material, maintenance, and repair
- 3.1.4. Maintenance and repair of On Site Sewage Facilities
- 3.1.5. Back flow inspection, testing, and minor repair
- 3.1.6. Pipe cleaning and jetting
- 3.1.7. Supervision including efficient productivity, labor loading, and employee safety
- 3.1.8. Tools and equipment required to efficiently execute each project, including lifts and ladders
- 3.1.9. Minor building or equipment modifications required to complete plumbing repairs:
  - 3.1.9.1. Carpentry
  - 3.1.9.2. Masonry
  - 3.1.9.3. Trenching up to four (4) feet deep
  - 3.1.9.4. Mechanical
  - 3.1.9.5. Electrical
  - 3.1.9.6. Air Spading
  - 3.1.9.7. Irrigation – design, installation, and repair
- 3.1.10. Customer Service Inspection
- 3.1.11. Temporary plumbing services to facilities
- 3.1.12. Secure plumbing permits as required by city/state codes and ordinances
- 3.2. Plumbing service that are not permissible on this Contract shall include but are not limited to the following major repairs:
  - 3.2.1. Sewer lines and systems collapse, breaks, and leaks
  - 3.2.2. Pipe burst on major plumbing lines
  - 3.2.3. Bathroom, kitchen, and plumbing renovations
  - 3.2.4. Installation of new plumbing systems, well systems, and major commercial plumbing
  - 3.2.5. Repairs to pump stations
  - 3.2.6. Excavation of main plumbing and sewer lines

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The Contractor and all Contractor employees performing services under this Contract are not constituted as an agent or employee of the City. Accordingly, the Contractor and its employees understand and agree that they shall not be entitled to any of the rights and privileges established for employees of the City such as vacation, sick leave with pay, paid days off, life, accident and health insurance or severance pay upon termination of this contract. It is further expressly agreed and understood that the City will not withhold any sum due or payable by or on behalf of the Contractor as withholding for any law or requirement of any governmental body and that all such payments as may be required by law are the sole responsibility of the Contractor and the individual Contractor employees.

**4. APPLICABLE LAWS AND SPECIFICATIONS**

- 4.1. The Contractor plumbers shall be licensed by the State of Texas in accordance with Texas State Board of Plumbing Examiners (TSBPE): <http://www.tsbpe.state.tx.us/>
- 4.2. Mechanical, National Electrical and Unified Building and Plumbing Codes, latest revision: <http://austintexas.gov/departments/building-inspections>
- 4.3. Occupations Code, Title 8, Chapter 1301, The Plumbing License Law, latest revision: <http://www.statutes.legis.state.tx.us/Docs/OC/htm/OC.1301.htm>
- 4.4. TSBPE Board Rules, latest revision: <http://www.tsbpe.state.tx.us/plumbing-license-law.html>
- 4.5. The services provided under this agreement shall comply with all City of Austin, Federal, and State of Texas standards, regulations, and laws concerning this type of work, applicable and effective during the term of this agreement. This includes safety standards that apply both to private industry and governmental agencies such as compliance with applicable Occupational Safety and Health Administration (OSHA) safety requirements: <http://www.osha.gov/>

**5. CONTRACTOR REQUIREMENTS**

**5.1. Experience and Qualifications**

- 5.1.1. The Contractor shall have a minimum of five (5) years' of continuous experience prior to this solicitation performing commercial plumbing maintenance and/or repair as a prime provider.
- 5.1.2. The Contractor shall have a minimum of two (2) years' of experience in municipal or governmental plumbing permitting, pulling a minimum of ten (10) permits per year in commercial permitting. Refer to Attachment A to provide documentation of plumbing and permitting experience. The Contractor shall submit proof of permitting experience within ten (10) business days upon request by the City. If requested, the City will ask for proof of permitting before the completion of the award process.
- 5.1.3. The Contractor shall have a minimum of one (1) licensed Master Plumber, three (3) licensed Journeyman Plumbers, three (3) registered Apprentice, and one (1) registered Drain Cleaner. The Contractor shall submit copies of licenses within ten (10) business days upon request by the City. If requested, the City will ask for copies before the completion of the award process.
- 5.1.4. The Contractor shall possess appropriate license(s) issued by TSBPE and any certification(s) or license(s) required by Federal, State, and local agencies for plumbing related services. (Examples: Master, Journeyman, Apprentice, Backflow Prevention Assembly Tester and Customer Service Inspector licenses etc. as defined by TSBPE). Refer to Attachment B to provide documentation of resumes and TSBPE licenses numbers. The Contractor shall submit documentation of licenses within ten (10) business days upon request by the City. If requested, the City will ask for proof of licenses before the completion of the award process.

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**5.2. Business Requirements**

- 5.2.1. The Contractor shall have and operate a full-time, permanent business address with the ability to be reached by email and telephone.
- 5.2.2. The Contractor shall provide and maintain a telephone dispatch system that is operational 24 hours per day, seven (7) days per week, and 365 days per year (including holidays). *Telephone answering machines do not meet the requirements of this paragraph.*

**5.3. Hours of Service**

- 5.3.1. The Contractor shall perform plumbing services within regular business hours, which is defined as Monday through Friday from 6:00 a.m. to 5:00 p.m.
- 5.3.2. The Contractor may be required to perform plumbing services during non-regular business hours, which is defined as Monday through Friday from 5:01 p.m. to 5:59 a.m., weekends, and official City holidays. The Contractor shall not invoice the non-regular business hour rate for services unless approved by the City prior to starting the work.
- 5.3.3. The Contractor shall not charge an overtime rate for services performed during non-regular hours that could reasonably be completed during regular business hours due to lack of available staff by the Contractor.

**5.4. Emergency Services**

- 5.4.1. Emergency services are defined as maintenance and repair that addresses a threat to public safety, health, or real property. The City will have the sole and final authority in determining when services will be designated as an "Emergency".
  - 5.4.1.1. The Contractor shall be available to perform emergency services twenty-four (24) hours per day, three hundred sixty-five (365) days per year.
  - 5.4.1.2. The Contractor shall acknowledge an emergency request within two (2) hours or less and be onsite within four (4) hours unless otherwise approved or agreed-upon by the City Contract Manager (CM) or designee. The response time shall begin at the time the call is made and end at the time the appropriate Contractor's employee signs in at the work site.
  - 5.4.1.3. The Contractor shall provide a complete cost estimate with an estimated completion time to the City within two (2) hours of arrival to the job site. The CM and Contractor may mutually agree that a verbal cost estimate for Emergency Services will meet the needs of the City. Verbal estimates shall not release the Contractor from its responsibilities as described by the terms of this Contract.
  - 5.4.1.4. If providing a verbal estimate, or a verbal change order for Emergency Services, the Contractor shall provide the CM with a written estimate, or change order, and summary of the services performed within two (2) business days of rendering the emergency services, unless otherwise requested or specified by the CM.

**5.5. Single Point of Contact (SPOC)**

- 5.5.1. The Contractor shall provide a SPOC, who is English-speaking, skilled, knowledgeable, and experienced in providing the types of services listed in this SOW. The SPOC shall have the authority to dispatch and shall have full decision-making authority for all services provided under this Contract.

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- 5.5.2. The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, and cell phone number for the SPOC. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee to the SPOC. The designee shall meet the same requirements as specified within this SOW and have the same authorities as the SPOC.

**5.6. On-Site Supervisor**

- 5.6.1. The Contractor shall have an English-speaking, qualified Supervisor at the work-site at all times while services are being performed. The Supervisor shall be the Contractor's representative and shall have the authority to act on behalf of the Contractor.

**5.7. Labor and Personnel**

- 5.7.1. The Contractor shall provide the most appropriate and cost efficient licensed position(s) to complete each phase of work requested. Every job assignment may not require all licensed positions (i.e. Master, Journeyman, Apprentice Plumbers, etc.). Invoices shall reflect the hourly labor rate for the position used for each job assignment.
- 5.7.2. The Contractor shall be responsible for ensuring the safety of their employees, City employees, and the general public during performance of all services under this contract. The Contractor shall ensure that all crews are fully and properly equipped to perform services promptly and safely.
- 5.7.3. Surfaces, fixtures, or furnishings damaged by the Contractor's employees shall be replaced or repaired to the satisfaction of the City of Austin by the Contractor, and at no cost to the City. The City may, however, at its sole discretion, elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.
- 5.7.4. All personnel assigned to the project shall wear a uniform, necessary safety equipment, and company issued identification. Uniforms shall be alike and have the Contractor and employee's name clearly displayed on the front of the shirt and seasonal outerwear.
- 5.7.5. If the City notifies the Contractor that any employee(s) or representative of Contractor is (while providing services on City property or at City facilities) incompetent, disorderly, abusive, or disobedient, has knowingly or repeated violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such employee or representative from the City property or facilities. Furthermore, the Contractor shall not assign such employee or representative to a City work order/job without the City's prior written consent. Contractor shall at all times maintain good discipline while performing services for the City.
- 5.7.6. All plumbers and apprentices employed by the Contractor shall be licensed by the State of Texas in accordance with TSBPE, have no violations for the past three (3) years, and shall remain in good standing with TSBPE during the term of the Contract.
- 5.7.6.1. Contractor shall provide the appropriate ratio of licensed plumbers to apprentices as outlined by TSBPE.
- 5.7.6.2. Responsible Master Plumber:
- 5.7.6.2.1. Shall be responsible for all plumbing work performed under the Master Plumber license.
- 5.7.6.2.2. Shall provide general supervision of Journeyman Plumbers, Apprentice Plumbers and Drain Cleaner(s).

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- 5.7.6.2.3. Shall be on Contractor staff for a minimum of three (3) years prior to this solicitation.
- 5.7.6.3. Journeyman Plumbers shall have a state of Texas Journeyman Plumber license.
- 5.7.6.4. Apprentice Plumbers shall be registered with TSBPE and have a minimum of one (1) year of experience in commercial plumbing. Contractor shall provide documentation that their Apprenticeship Program is approved by U.S. Department of Labor within ten (10) business days upon request by the City.
- 5.7.6.5. Drain Cleaner(s) shall be registered with TSBPE and shall have a minimum of one year of experience in commercial drain cleaning services.
- 5.7.7. The Contractor shall ensure that all personnel are continuously trained to meet the latest technology and industry standards.

**5.8. Tools and Equipment Rentals**

- 5.8.1. The Contractor shall own and maintain an inventory of all basic, and necessary, equipment and tools which are clearly a requirement to perform services under this contract. The Contractor shall not charge the City for Contractor-owned tools and equipment which are used when providing services for the City.
- 5.8.2. At a minimum, the Contractor shall have the following inventory of basic tools and equipment at the time of bid submission:
  - 5.8.2.1. Backflow Gauges (For testing Potable and Reclaim)
  - 5.8.2.2. Sewer Camera (300' MIN)
  - 5.8.2.3. Flat Tape
  - 5.8.2.4. Hydrostatic Test Pump
  - 5.8.2.5. Camera Locator
  - 5.8.2.6. Pro-Press (1/2" to 2")
  - 5.8.2.7. Sewer Machines (300' MIN)
  - 5.8.2.8. Water Sub Pump
  - 5.8.2.9. Stepladder
  - 5.8.2.10. Extension ladder (20' min)
  - 5.8.2.11. Generator (small)
  - 5.8.2.12. Power threader (1/2" to 2")
  - 5.8.2.13. Trash pump
  - 5.8.2.14. Small Hand Power tools (reciprocating saw, skill saw, screw gun, flashlights)
  - 5.8.2.15. Drop saw
  - 5.8.2.16. Chop saw

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- 5.8.2.17. Small rotary hammer drill
- 5.8.2.18. Small chipping hammer
- 5.8.2.19. Small air compressor
- 5.8.2.20. All proper gauges for testing plumbing system (water, gas, and sewer)
- 5.8.2.21. Electrical multi meters for testing and safety
- 5.8.2.22. Pipe wrenches up to 36 inch

The Contractor shall not charge the City for the purchase or rental of the basic tools and equipment listed above. The City's CM or designee will have the sole authority in determining what defines a basic tool. The City and the Contractor may mutually agree through a written Amendment to update the above basic tool list.

The Contractor shall rent any tools that are required to perform the work in this SOW, that are not considered basic. Prior to renting any equipment or tools, the Contractor shall have the CM or designee's written approval. Under no circumstances shall Contractor rent equipment or tools without prior written approval. The Contractor shall not be reimbursed for rental costs which do not have the CM or designee's written approval. The Contractor may charge the City a markup of up to ~~40%~~20% above the rental fee for tool rentals. All markup charges shall be in accordance with Section 0600 – Bid Sheet. If the CM does not provide approval for the rental, the Contractor shall, at its own expense, either purchase or provide the CM an alternate equipment or tool rental.

- 5.8.3. The Contractor shall be responsible for any loss or damage to rented or owned equipment used while performing services under this contract. The Contractor shall not charge the City for expenses incurred by Contractor for loss or damage to equipment or tools rented or Contractor owned equipment.
- 5.8.4. The City may stop work at any time if inferior equipment (such as leaking solvents, safety risk, creating hazardous conditions, damaging City property, etc.) is in use by the Contractor. The City will have the sole and final authority in determining if equipment is inferior.

**6. CONTRACTOR RESPONSIBILITIES**

**6.1. General**

- 6.1.1. The Contractor shall understand and agree that the scheduling of events at City facilities takes precedence over any scheduled plumbing services agreed to by the City and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if the City needs to reschedule services with the Contractor due to a new event scheduled at a City facility. The City will make every reasonable effort to immediately notify the Contractor of changes in the City's schedule of events which may have an impact on scheduled services.
- 6.1.2. The Contractor shall provide all labor, supervision, diagnostics, parts, materials, tools, equipment, instruments, incidentals, expendable items, personnel protective equipment and training required for execution of the contract.
- 6.1.3. The Contractor shall provide proof of all labor charges for each order billed under this Contract. Satisfactory proof of labor charges shall include copies of employee timesheets and company payroll records, as supported by bank statements, which shall be submitted for inspection. Proof of all charges are required with the invoice on all projects \$5,000 and over, and within ten (10) business days upon the request by the City, for projects under \$5,000.

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- 6.1.4. The Contractor shall be required to provide proof of all material charges for each order billed under this Contract upon request by the City within ten (10) business days of the request. Satisfactory proof of material charges shall include copy of suppliers' invoices, properly dated, and itemized by line item used in each job performed for the City. All markup charges shall be in accordance with Section 0600, Bid Sheet.
- 6.1.5. The Contractor shall submit proof of equipment rental charges with its invoice. Satisfactory proof shall include a copy of the materials or equipment rental invoices, properly dated and itemized with enough detail to reconcile the charge to each job performed for the City.
- 6.1.6. The Contractor shall use materials that are factory new and free of defects in materials and workmanship. Repair parts and components shall conform to Original Equipment Manufacturer specifications.
- 6.1.7. The Contractor shall be responsible for the immediate clean-up of the work area and the removal of debris. Cleaning of the work area shall be subject to the CM or designee's inspection and approval.
- 6.1.8. The Contractor shall be responsible for damage done to property or equipment as a direct result of the Contractor's actions.
- 6.1.9. The Contractor shall coordinate the timing and transportation of equipment and materials to the work area. If equipment or materials are transported through the interior of a facility, the Contractor shall take every precaution to ensure public safety. The Contractor shall only transport equipment or materials through the interior of a facility with prior coordination with the City.

**6.2. Before Starting Work**

- 6.2.1. Unless approved by the CM or designee, it is the responsibility of the Contractor to inspect the job sites prior to the submission of each job proposal.
- 6.2.2. The Contractor shall review the plumbing requirements for each project and provide a job estimate or proposal for each project within two (2) business day unless otherwise agreed to by the CM or designee. Submission of the estimate shall be evidence that the Contractor is familiar with the nature and extent of the work, including local conditions, equipment, materials, and labor required to meet the task.
- 6.2.3. Each estimate shall include a brief description of the work to be done, the location of the work site, a cost estimate with hourly rates for each job title (per Section 0600 – Bid Sheet), materials, list of proposed equipment rentals (if applicable), and a recommended schedule with a proposed start and finish date/timeline. The estimate shall not include a separate charge for administrative, overhead, per diem and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the hourly rates and shall not be paid separately.
- 6.2.4. The Contractor shall be responsible for acquiring all necessary permits, **licenses, and fee to perform the work, of which the cost will be fully reimbursed upon submittal of the final invoice. Permits are not subject to a markup.**
- 6.2.5. The Contractor shall submit Change Orders Requests for unknown conditions that affect the project quote. Change orders shall be approved by the CM or designee in writing before work can proceed.
- 6.2.6. The CM or designee will review the estimate and upon acceptance will issue a written notice to proceed ("Notice to Proceed") in the form of a Delivery Order (DO) issued by the individual City Department. Upon receipt of the DO, the Contractor shall schedule the start date for services with the CM or designee.



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- 6.2.7. If the CM or designee does not agree with the estimate, the CM or designee will contact the Contractor to discuss and resolve. The Contractor shall re-submit the cost estimate for review and approval by the CM or designee after a final estimate is mutually agreed to.
- 6.2.8. Upon receiving the DO, the Contractor shall begin the work within one (1) business day, or as specified in the estimate, unless otherwise agreed to by the CM or designee. Under no circumstance shall the Contractor begin work without a DO.

**6.3. Change Order**

- 6.3.1. With the exception of emergency services (as defined in this SOW section 5.4), if additions, deletions, and/or revisions to a job assignment are needed, the Contractor shall provide the CM immediate verbal notification and submit a written Change Order Request within one (1) business day of the verbal notification. If approved by the CM, the City will modify the DO to reflect the change and will provide the revised DO to the Contractor as an authorization to proceed. Under no circumstances shall Contractor proceed without a modified DO and approval from the CM.
- 6.3.2. The Change Order Request shall include the following:
  - 6.3.2.1. A change in the work
  - 6.3.2.2. The amount of the adjustment in the quote amount, if any; and
  - 6.3.2.3. The adjustment in the project time, if any.
- 6.3.3. A DO revised as a result of change order shall represent the complete, equitable, and final amount of adjustment to the estimate and/or project timeline. A change order shall not release the Contractor from its responsibilities as described by the terms of this Contract.

**6.4. Disposal of Parts, Non-Hazardous and Hazardous Materials**

- 6.4.1. The Contractor shall be responsible for handling, transporting, and disposing of all building material waste, worn/defective parts, oils and solvents, in accordance with all applicable laws, rules and regulations so as to ensure the highest level of safety to the environment and public health at no additional cost to the City.
- 6.4.2. The Contractor shall provide the manifest ticket for hazardous materials or other proof of proper disposal on request within ten (10) business days upon the request of the City.
- 6.4.3. The Contractor shall not store worn or defective parts on City premises at the end of the work day unless otherwise specified by the CM or designee.
- 6.4.4. The Contractor shall be responsible for any hazardous materials brought to the site by the Contractor.
- 6.4.5. The Contractor shall immediately notify the City of any suspected hazardous materials encountered before or during performance of work and shall take all necessary precautions to avoid further disturbance of the materials. The City will be responsible for any hazardous material uncovered or revealed at the site which was not shown, indicated or identified.
- 6.4.6. The Contractor shall resume work at the affected area of the Project only after the City's CM or designee provides written certification that (i) the Hazardous Materials have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or site. The Contractor shall be responsible for continuing the work in the unaffected portion of the Project and site.

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**6.5. Coordinate Performance**

- 6.5.1. The Contractor shall submit invoices that includes an itemized record of all labor, materials, and rentals with proof of receipt. The CM will approve the invoice for payment. Invoices shall be sent to the City Department for which the services were provided.
- 6.5.2. Upon completion of each job assignment, the Contractor shall provide a detailed report describing services and parts repaired or replaced.
- 6.5.3. The Contractor shall provide documentation of manufacturer's warranty along with the final invoice. Contractor shall provide a written warranty for all parts, labor, and workmanship upon completion of each job. Warranty shall be guaranteed for a minimum of one year from completion date and shall cover any malfunctions or defects in products, parts, and faulty labor services. If the manufacturer's warranty is longer for any part(s) provided in repair or in service work performed, the longest warranty shall apply.
- 6.5.4. The Contractor may be required to attend quarterly meetings at the request of the City. During these meetings, the following will be reviewed:
  - 6.5.4.1. Performance items such as response time, work quality, call backs, etc.
  - 6.5.4.2. Contract cost items such as labor mix, materials, contract usage and balance
  - 6.5.4.3. Continuous Improvement /Issue Resolution- suggested City and Contractor process improvements, communication issues, etc.
  - 6.5.4.4. Any other items as it relates to this contract

**7. CITY RESPONSIBILITIES**

- 7.1. The City will provide light, water and electricity as necessary to enable the contractor to provide the services described in this document. The Contractor shall use these facilities only to perform the contractual duties.
- 7.2. The City will provide an on-site contact list for the various departments. The City reserves the right to add or remove locations as necessary.
- 7.3. The City will be responsible for the review and approval of equipment and material and supplies list Contractor shall use on this contract.